



CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE VOLUNTARY BENEFITS FOR
THE CITY OF STOCKTON, CALIFORNIA
(PUR 15-023)**

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., January 21, 2016
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California to provide the following projects, in strict accordance with the specifications:

Voluntary Benefits (PUR 15-023)

Proposal forms and specifications are available on the City's web site at <http://www.stocktongov.com/bidflash> and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street Stockton, CA 95202, up to but no later than, **January 21, 2016 at 2:00 p.m.**

The City reserves the right to reject any and/or all proposals received.

For Information on Technical Data or Request for Proposal Process/Clarification, contact:

Tami Matuska, HUMAN RESOURCES
Concepcion Gayotin, PURCHASING
Tom Morrison, SEGAL

by email - Purchasing@stocktonca.gov

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Dated: December 31, 2015

BONNIE PAIGE
CITY CLERK OF THE CITY OF STOCKTON

PROPONENT'S CHECKLIST
CITY OF STOCKTON / PURCHASING DIVISION

Did You:

- * ___ Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 17-19 then 21-32 AND PLACE IN THE FRONT OF YOUR PROPOSAL).

- * ___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.

- * ___ Complete and sign a "Proponent's Fee Schedule" form, (on page 20 and Attachment A sheets; and submit under separate cover).

- * ___ Sign the "Proponent's Agreement" form. **Include (with proposal) name and e-mail address for City contact, if different from signatree.**

- * ___ To the City, submit one (1) ORIGINAL (unbound and no staples) and SIX (6) COPIES of all proposal documents. Additionally, submit one (1) CD with an electronic version of the proposal and all proposal documents. To Segal, submit a courtesy copy of the proposal and a CD.

- * ___ Review all clarifications/questions/answers on the City's website at <http://www.stocktongov.com/bidflash> .

- * ___ Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **January 21, 2016 at 2:00 p.m.** Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date. Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.
 - A) **“RFP – TO PROVIDE VOLUNTARY BENEFITS”**
 - B) **PUR 15-023**
 - C) **January 21, 2016**

For Information on Technical Data or RFP Process/Clarification, contact:

Tami Matuska, HUMAN RESOURCES
Concepcion Gayotin, PURCHASING
Tom Morrison, SEGAL
Via email - Purchasing@stocktongov.com

*If not completed as required, your proposal may be rejected.

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

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1.0 GENERAL INFORMATION

1.1 REQUEST FOR PROPOSAL (RFP) PROCESS

The purpose of this Request for Proposal (RFP) is to request proponents to present their qualifications and capabilities to provide Voluntary Benefits (PUR 15-023) for the City of Stockton.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **2:00 p.m., on, January 21, 2016**, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

To the City, ONE (1) original (unbound and no staples) and SIX (6) copies of the proposal shall be submitted. Additionally, submit one (1) CD with an electronic version of the proposal. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "RFP to provide Voluntary Benefits for the City of Stockton (PUR 15-023)." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

Also, submit a similar courtesy copy of one proposal and CD to Segal at:

The Segal Company
c/o Tom Morrison
330 North Brand Blvd., Ste. 1100
Glendale, CA 91203

The timeliness of the submission and its acceptance will be determined by the City of Stockton. Any portion or documents submitted to Segal, but not submitted to the City of Stockton will not be accepted.

No unsolicited material will be accepted after the submittal date.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and

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registration fee pursuant to Stockton Municipal Code Title 5, Chapter [5.08](#), License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter [5.08](#), License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

1.4 CONSEQUENCE OF SUBMISSION OF PROPOSAL

- A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.
- B. Acceptance by the City of a proposal obligates the proponent to enter into an agreement with the City.
- C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the proponent.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.5 ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this Request.

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1.6 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this Request. The City will notify potential proponent(s) of any material changes by posting on the City's website. No one is authorized to amend any of the Request requirements in any respect, by an oral Statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at <http://www.stocktongov.com/bidflash>. Failure of any proponent to not have received such information and/or clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

1.7 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in the City's best interest. In no event shall the City have any liability for the rescission of award. The proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.8 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Request or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.9 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this Request shall be made in writing/e-mail and deliverable to:

For Information on Technical Data or RFP Process/Clarification, contact:

Tami Matuska, HUMAN RESOURCES
Concepcion Gayotin, PURCHASING
Tom Morrison, SEGAL

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Via email - Purchasing@stocktongov.com

Such request for clarifications/questions/answers shall be delivered to the City by January 7, 2016. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktongov.com/bidlfash by January 14, 2016, and will become a part of the Request. The proponent should await responses to inquiries prior to submitting a proposal.

1.10 DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- A. Evidence of collusion among proponents;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Any attempt to communicate in any manner with a City of Stockton Elected Official or Employee that is not expressly listed in this Request during the RFP process will, and shall be, just cause for disqualification/rejection of proponent's proposal/proponent's submittal and considered non-responsive.
- D. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.
- F. No person, company, or corporation shall be allowed to make or file or be interested in more than one proposal for the same supplies, services, or both; provided, however, that subcontract proposals to the principal proponents are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

1.11 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

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1.12 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If proponent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the proponent of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

1.13 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.14 INSURANCE REQUIREMENTS

Proponent, at Proponent's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 1.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City of Stockton as to form and content.

Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. It is strongly suggested that insurance requirements be reviewed with the Proponent's broker to ensure any additional costs are included in the proposal pricing component. Please contact City of Stockton Risk Services at (209) 937-5037.

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1.15 HOLD HARMLESS DEFENSE CLAUSE

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

1.16 APPLICABLE LAW

This agreement shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States City Court for the Eastern City of California, Sacramento Division.

1.17 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

1.18 NOTICE TO OUT-OF-STATE VENDOR

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of State will be remitted to the State Board of Equalization directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Purchasing Division at (209) 937-8357.

1.19 TERM

Anticipated contract award is 3 years with the option to renew for 2 additional one-year periods. The projected start date is **July 1, 2016**.

1.20 COMPETITIVE PRICING

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered

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to any similarly situated commercial or other government customer of proponent. If proponent enters into any arrangements with another customer of proponent to provide product under more favorable charges, economic or product terms or warranties, proponent shall immediately notify the City of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.21 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant agreement for convenience by providing sixty (60) calendar day advance notice unless otherwise stated in writing.

1.22 AUDITING OF CHARGES AND SERVICES

The City reserves the right to periodically audit all charges and services made by the successful proponent to the City for services provided under the contract. Upon request, the proponent agrees to furnish the City with necessary information and assistance.

1.23 CHANGES

The City's representative has the authority to review and recommend or reject change orders and cost proposals submitted by the proponent or as recommended by the proponent's Project Manager, pursuant to the adopted City of Stockton Standard Specifications.

1.24 AWARD

Upon conclusion of the Request process, a contract may be awarded to provide Voluntary Benefits for the City of Stockton.

The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

1.25 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

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1.26 **CONFIDENTIALITY**

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

1.27 **OTHER GOVERNMENTAL AGENCIES**

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.

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2.0 BACKGROUND

The City currently offers voluntary insurance products such as Term Life, Permanent Life, Accident Only, Cancer and Specified Illness through American Fidelity.

Enrollment Information

VOLUNTARY BENEFITS:

	Current Enrollment
Life	92 policies/83 subscribers
Accident	74
Cancer	53
Specified Illness	3

*Note: employee and their dependents can have more than one account.

Effective Date of Contracts

The contract for all services will be effective July 1, 2016.

Commissions

Your proposal must exclude commissions.

2.1 SCOPE OF WORK

A. Scope of Services

You are asked to provide the same services that are currently in place. Please refer to **Attachment A – Premium Rate and Benefit Deviations and Attachment B for the plan information**. You must note any deviations in Attachment A. If no deviations are noted, you are agreeing to duplicate current coverage exactly.

B. ACCOUNT MANAGEMENT

Identify the senior and associate account management team to service the City's Human Resources Department in a sufficient manner for it to accomplish its day-to-day responsibilities. Please provide resumes for each.

C. CUSTOMER SERVICE

Provide customer service number to answer inquiries on claims, eligibility, provider network, services, coverage, or other inquiries from participants Monday through Friday from 8:00 AM to 5:00 PM (PST).

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3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents qualification to perform this work, the proposals shall include, as a minimum, the following information:

- A. Evidence of the Proponent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent's response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) original and six (6) copies of your proposal/qualifications. The original should be unbound to allow us to reproduce your proposal, as needed. Additionally, submit one (1) CD with an electronic version of the proposal and all submitted proposal documents. Additionally, a courtesy copy of the proposal and CD must be submitted to Segal.

3.0.1 Cover Letter

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the company authorized to bind the company to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your company.

3.0.2 Minimum Experience Qualifications Summary

A Statement of professional experience and ability.

3.0.3 Management/Method of Operation

Provide a detailed description outlining your company's approach to provide the service. Highlight innovative ideas your company may have to provide to the City and describe in detail your procedures and management techniques.

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3.0.4 References

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding company performance.

3.0.5 Financial Statement

The proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

Proponent shall submit a full and detailed presentation of the true condition of the proponent's assets, liabilities and net worth. The report should include a balance sheet and income Statement. If the proponent is a new partnership or joint venture, individual financial Statements must be submitted for each general partner or joint venture thereof. If the company is a publicly held corporation, the most current annual report should be submitted.

Any proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the proponent under Federal bankruptcy law or any State insolvency, may be declared non-responsive.

3.0.6 Corporate Structure, Organization

Describe how your company is organized, noting major divisions and any parent/holding companies, as well as brief history of the company and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés. Also, provide a description of the experience your company has had with similar processes.

3.0.7 Proposal Fee (Under Separate Cover)

Provide a detailed basic fee structure and break-down of any other charges related to your company's proposal. Finalist's fee structure may be subject to negotiation.

3.0.8 Proposal Format

The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.

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3.0.9 Supplemental Information

Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal Form, but may appear only in an “Additional Data” section. This has specific reference to the following types of data:

Generalized narrative of supplementary information; and
Supplementary graphic material.

3.0.10 Proposal Submission

All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

3.0.11 Proposal Submission by Agent

When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

3.0.12 Proposal Submission by Partnership or Joint Venture

If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal Form must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.

3.0.13 Proposal Submission Requirements

The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified company with the ability to provide Voluntary Benefits to its employees. A key component for the successful company will be the ability to meet the City’s performance desires while minimizing the cost.

The Evaluation Panel (Panel) will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the Panel may invite one or more proponents to make an oral presentation. During these

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presentations, the proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each company must be represented by an individual who will be the prime contact person to the City and any other individuals whom the company may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

- A. Proponent's ability to provide all services as outlined in the Scope of Work;
- B. Related experience with similar services, company background and personnel qualifications;
- C. Proponent's Fee Schedule (completed, signed, and submitted under separate sealed cover);
- D. Proponent's Agreement;
- E. Non-Collusion Affidavit;
- F. References;
- G. Recently terminated clients;
- H. Performance Guarantees; and
- I. Any other criteria as best suits the City of Stockton and its employees.

3.2 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City of Stockton.

3.3 PROPONENT CONTACT

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

3.4 CITY'S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the

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right to use any ideas presented in the proposals, without compensation paid to the Company. Selection or rejection of the proposal shall not affect this right.

3.5 REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the company which, in the opinion of the City, is best qualified.

PROPOSAL DOCUMENT COVER SHEET

- A) "RFP – TO PROVIDE VOLUNTARY BENEFITS"
- B) PUR 15-023
- C) January 21, 2016

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

PROPONENT'S AGREEMENT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at <http://www.stocktongov.com/bidflash>
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

COMPANY

ADDRESS

SIGNED BY

TITLE OR AGENCY

TELEPHONE NO.

E-MAIL ADDRESS

FAX NO.

DATE

NON-COLLUSION

AFFIDAVIT FOR INDIVIDUAL PROPONENT

No. 1

STATE OF CALIFORNIA, _____)ss.

County of _____)

(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2 **AFFIDAVIT FOR CORPORATION PROPONENT**

STATE OF CALIFORNIA, _____)ss.

County of _____)

(insert)

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 3 **AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP**

STATE OF CALIFORNIA, _____)ss.

County of _____)

(insert)

_____,
each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,

designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

FEE QUOTATION FORM

TABLE 1A

Please complete the Premium Rate tables in Attachment A (in Excel format) for each of the five voluntary Benefits. If you do not offer one or more of these benefits, please indicate.

1. Term Life
2. Permanent Life
3. Accident Only
4. Cancer
5. Specified Illness

List of all services that are included in fees. (Please specify all services as this list will be included in a contract agreement should your firm be selected).

List of optional services your company can provide which are not included in the noted fees, along with associated fees.

PROPONENT'S QUESTIONNAIRE

Questionnaire Instructions to Proponents

*****DO NOT ALTER THE QUESTIONS OR QUESTION NUMBERING*****.

- Provide an answer to each question even if the answer is “not applicable” or “unknown.” Incomplete questionnaires may be cause for disqualification.
- Answer the question as directly as possible.
 - If the questions asks “How many...” provide a number
 - If the question asks, “Do you...” indicate Yes or No **first**, followed by your additional narrative explanation.
- Lengthy responses are less preferred, please be concise and use bullet points as appropriate. Do not refer the reader to an appendix or attachment for further information.
- Proponent will be held accountable for accuracy/validity of all answers.
- Remember, RFP responses will become part of the contract between the winning Proponent and the City.

NOTE: Please make sure to include an electronic copy of your completed questionnaire in **Word Format** on the CD with your response.

DO NOT ALTER THE QUESTIONS.

A. GENERAL REQUIREMENTS

For this section of the questionnaire, answer the question/requirement with a simple “Yes” or “No” answer. If you answer “No” to any of the questions/requirements in this section, please explain the response at the end of the section. The explanation will be reviewed; however, failure to agree to all of the terms requested in this section may cause the City to deem your proposal non-responsive.

1. Do you agree that if this proposal results in your company being awarded a contract and if, in the preparation of that contract, there are inconsistencies between what was proposed and accepted versus the contract language that has been generated and executed, that any controversy arising over such discrepancy will be resolved in favor of the language contained in the proposal or correspondence relating to your proposal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Will you agree to be bound by the terms of your proposal until a final contract is executed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you agree to all the terms and conditions in Section I of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. You will be required to issue the Contract <u>within thirty (30) calendar days</u> after being given a <i>Notice of Intent to Award</i> unless waived by the City. Please confirm your acceptance of this requirement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Confirm that your proposed rates exclude commissions.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Other than the quoted premium rates in the financial section of this RFP, there should not be any other charges or fees of any kind that will or could apply to the City such as start-up costs, booklets or printing. The fees quoted shall include all services and supplies that could reasonably be expected to be provided to the City during the course of your administration of the plans. Confirm your agreement to this requirement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Please confirm that there will be no adjustments to the proposed fees and/or rates based on actual enrollment or subsequent shifts in enrollment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. The City requires that it maintain the right to terminate the contract at any time with no financial penalty provided that it gives 60 days advance written notification to the contractor. Do you agree to this provision?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Do you agree to the provision that changes in premium rate may only occur on the anniversary date unless required by mandatory benefit changes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Do you agree to include a minimum of 180 days’ advanced notice of premium rate changes in your contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Confirm that you agree to waive any and all actively at-work restrictions and pre-existing condition limitations for employees enrolled in the plan on the contract effective date and waive any pre-existing limitation for employees that enroll after the policy effective date. Contract should include such language.	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Will you agree to accept any specified eligibility rule established by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No

13. Will you guarantee that all insureds who would have continued to be covered on the plan effective date if there had been no change in carriers, will be covered by your policy on the plan effective date?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14. Will you agree to include in your contract a hold harmless provision that indemnifies the City against liability that arises as the result of negligent acts, errors, omissions, fraud and other criminal acts committed by your officers, employees, and agents of the organization?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15. Do you agree to maintain compliance with HIPAA privacy and security for the duration of the contract with the City and after it ends?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Confirm that your company is in compliance with all state and federal laws applicable to the programs you are proposing or the services you will provide.	<input type="checkbox"/> Yes <input type="checkbox"/> No
17. Do you offer any other voluntary benefits not noted in our current offering? If yes, please provide information on separate documentation with pertinent pricing proposal fee sheet	<input type="checkbox"/> Yes <input type="checkbox"/> No

Explain any “No” answers provided in the requirements above:

YOUR RFP MUST INCLUDE ANSWERS TO EACH OF THESE QUESTIONS

GENERAL INFORMATION	VENDOR RESPONSE
<p>1. What are your company's most recent claims paying ability rating from Standard & Poor's, Moody's, Duff & Phelps and Best's? (If you are not rated by one or more of these organizations, please state so).</p>	<p align="center">Rating Date</p> <p>AM Best</p> <p>Standard & Poor's</p> <p>Fitch</p> <p>Moody's</p> <p>Other/Not Rated (circle one and explain)</p>
<p>2. Has there been any change in your ratings in the last 2 years? If yes, please explain the nature and reason(s) for the change.</p>	
<p>3. Has your organization acquired, been acquired by, or merged with another organization in the past 24 months?</p>	
<p>4. Please confirm that you will provide all benefit deviations in Attachment A. If no deviations are listed in Attachment A, you are agreeing to duplicate current coverage exactly.</p>	
<p>5. Describe how premium will be billed and collected, when premium is due, grace periods, and the process for late payment charges. Include the interest rate credited to early payment, and interest rate charged for late payments.</p>	
<p>6. Assuming that a policy terminates on a policy anniversary, will a regular annual financial accounting report be made of the most recently completed policy year? What if termination occurs off the anniversary date?</p>	
<p>7. Do you agree that upon termination of an insurance contract with your company, your company would remain liable for all pending and unreported claims incurred prior to the termination date?</p>	
<p>8. a. Will your rates be guaranteed for all coverage for the requested time period beginning on the policy effective date?</p> <p>b. Thereafter, will your rates be guaranteed for each succeeding full twelve-month period or longer period as negotiated?</p> <p>c. Will this provision be included in your contract?</p>	

GENERAL INFORMATION	VENDOR RESPONSE
9. Where is the office located that would handle the general servicing of this account?	
10. Do you agree to attend onsite City meetings during the year, as requested, including a yearly benefits fair?	
<p>11. What is the minimum amount of implementation lead-time you need in order to initial services for the City.</p> <p>Provide a general timetable of the major events that need to take place during implementation (along with estimated dates) in order to coordinate a smooth implementation of your services by the effective date of the contract with the City.</p>	
12. List any transition issues the client should consider with respect to moving services from an existing vendor to your services.	
13. Indicate the toll-free phone number this client's enrollees will call.	
<p>14. Indicate your standard business hours, "after" hours and days:</p> <p>DAYS</p> <p>HOURS</p>	
15. Explain any of your current contractual relationships with a third-party firm in which the third party firm will be paid by the City either directly or indirectly (e.g. % of savings) during the course of the contract with this City.	
16. Do you agree that you will not assign or transfer the rights or obligations of the contract or any portion thereof, without the prior written approval of the City?	
17. Describe any pending or closed lawsuits against your organization in the past 2 years.	
<p>18. If your company is awarded this business, how soon after notification of the award would you be able to have a draft of the insured products:</p> <p>a. Master Policy?</p> <p>b. Certificate booklet?</p>	

VOLUNTARY BENEFITS – All five benefits

If your response to a question differs by the type of coverage you are proposing, provide a separate response for each coverage and clearly indicate to which coverage your response pertains.

GENERAL INFORMATION QUESTIONS	VENDOR RESPONSE
1. Do you agree to waive all pre-existing condition provisions or give credit for partial completion of the waiver period for employees and dependents presently covered under the group insurance program?	
2. It is the intention of the Client that no employee suffer a loss of coverage by virtue of a change in vendors other than by plan design. Indicate your agreement to this stipulation.	
3. Do you require an employee to be actively-at-work and dependents to be non-hospital confined on the effective date?	
4. a. If you are not able to waive actively at work, explain how you will ensure that no employee loses coverage under discontinuance and replacement? b. List any other takeover limitations and/or restrictions.	
5. Do you agree to grandfather existing insurance amounts for all currently covered employees and dependents so that evidence of insurability is not required?	
6. a. If the current participation is below your minimum, will you agree to your proposed rates using current participation as your minimum? b. What happens if this minimum participation is not achieved?	
7. Please confirm that you will provide a copy of the Evidence of Coverage booklets for your product.	
8. Indicate the location of the claims office which will serve this Client's employees.	
9. Does your system support on-line, real-time claim and eligibility inquiries?	

GENERAL INFORMATION QUESTIONS	VENDOR RESPONSE
<p>10. Do you agree that:</p> <p>a. If you were provided any individually identifiable health information (IIHI) in order to price this RFP, you are prohibited from using the IIHI for any purpose other than as required by law and further, agree to promptly destroy such IIHI if you are NOT the successful proposer?</p> <p>b. If you receive individually identifiable health information (IIHI) in order to perform underwriting, premium rating, or other activities relating to the renewal or replacement of a contract of health insurance or health benefits, that you will protect such IIHI as required by HIPAA Privacy regulations?</p>	
<p>11. What are the minimum and maximum policy issue ages?</p>	
<p>12. Does your plan offer guarantee issue coverage?</p>	
<p>13. Can the employee purchase coverage on their spouse or other qualified dependents if the employee does not participate?</p>	
<p>14. Does your plan pay regardless of any other insurance programs?</p>	
<p>15. Does your plan include a benefit reduction at a specified obtained age? If yes, what is the reduction schedule?</p>	
<p>16. Are benefits guaranteed-renewable for life?</p>	
<p>17. If approved for Waiver of Premium, are premiums waived back to the date of disability or only after the elimination period is satisfied?</p>	
<p>18. What options are available to participants in the event the Client terminates their contract with your firm?</p>	
<p>19. Have you provided sample communication pieces for this benefit?</p>	

<i>VOLUNTARY PERMANENT LIFE ONLY</i>	VENDOR RESPONSE
1. Will you agree to permit annual open enrollment periods at which time evidence of insurability will not be required for participants increasing coverage levels and/or adding coverage for dependents?	
2. Does your accelerated life benefit apply to the following coverage types: a. Voluntary Employee Life b. Voluntary Spouse Life c. Voluntary Child Life	
3. If an employee qualifies for the Waiver of Premium under the Voluntary Life contract, will the premium for covered dependents also be waived?	
4. When does the Client have to make premium adjustment for an employee that moves to a new age band (birth date, January 1, at renewal)?	
5. Does your plan allow an employee who experiences a family status change to increase coverage up to the guarantee issue amount without evidence of insurability?	
6. Upon takeover, provide an explanation of when you will offer enrollments whereby an employee can increase their coverage for themselves or dependents. Provide all information under the following two scenarios. If these offerings add to the cost of coverage, please identify the additional increase in the rates. a. First Contract Year b. Annual Open Enrollments	
7. Describe how premium will be billed and collected, when premium is due, grace periods, and the process for late payment charges. Include the interest rate credited to early payment, and interest rate charged for late payments.	
8. Do you agree to provide a complete financial accounting report for the group? Please attach a sample of an actual report (naturally, omitting any means of identifying the policyholder).	

<i>VOLUNTARY PERMANENT LIFE ONLY</i>	VENDOR RESPONSE
9. a. Does your contract include a conversion option?	
b. What provisions apply to the conversion option if the master contract is terminated?	
10. Does the policy offer portability?	

<i>VOLUNTARY TERM LIFE ONLY</i>	VENDOR RESPONSE
1. Will you agree to permit annual open enrollment periods at which time evidence of insurability will not be required?	
2. Does your accelerated death benefit apply to the following coverage types:	
a. Employee Life	
b. Spouse Life	
c. Child Life	
3. If an employee qualifies for the Waiver of Premium under the Life contract, will the premium for covered dependents also be waived?	
4. Does your plan allow an employee who experiences a family status change to increase coverage up to the guarantee issue amount without evidence of insurability?	
5. Upon takeover, provide an explanation of when you will offer enrollments whereby an employee can increase their coverage for themselves or dependents. Provide all information under the following two scenarios. If these offerings add to the cost of coverage, please identify the additional increase in the rates.	
First Contract Year	
Annual Open Enrollments	
6. Describe how premium will be billed and collected, when premium is due, grace periods, and the process for late payment charges. Include the interest rate credited to early payment, and interest rate charged for late payments.	

<i>VOLUNTARY TERM LIFE ONLY</i>	VENDOR RESPONSE
7. Do you agree to provide a complete financial accounting report for the group? Please attach a sample of an actual report (naturally, omitting any means of identifying the policyholder).	
8. a. Does your contract include a conversion option?	
b. What provisions apply to the conversion option if the master contract is terminated?	
9. Does the policy offer portability?	

<i>VOLUNTARY ACCIDENT ONLY</i>	VENDOR RESPONSE
1. Describe how premium will be billed and collected, when premium is due, grace periods, and the process for late payment charges. Include the interest rate credited to early payment, and interest rate charged for late payments.	
2. Do you agree to provide a complete financial accounting report for the group? Please attach a sample of an actual report (naturally, omitting any means of identifying the policyholder).	
3. a. Does your contract include a conversion option?	
b. What provisions apply to the conversion option if the master contract is terminated?	
4. Does the policy offer portability?	
5. Does your plan pay benefits if the participant is receiving both inpatient and outpatient treatment of covered accidents?	

<i>VOLUNTARY CANCER ONLY</i>	VENDOR RESPONSE
1. Does your plan pay benefits if the participant is receiving both inpatient and outpatient treatment of covered illness?	

2. Describe how premium will be billed and collected, when premium is due, grace periods, and the process for late payment charges. Include the interest rate credited to early payment, and interest rate charged for late payments.	
3. Do you agree to provide a complete financial accounting report for the group? Please attach a sample of an actual report (naturally, omitting any means of identifying the policyholder).	
4. a. Does your contract include a conversion option?	
b. What provisions apply to the conversion option if the master contract is terminated?	
5. Does the policy offer portability?	

<i>VOLUNTARY SPECIFIED ILLNESS ONLY</i>	VENDOR RESPONSE
1. Can the employee purchase coverage on their dependent children?	
2. Once a benefit is paid for a covered illness, does the policy end or is coverage available for any other covered illness?	
3. Any limitations on number of claims?	
4. Do pre-existing condition limitations exist in your policy? If so, please define pre-existing conditions.	
5. Describe how premium will be billed and collected, when premium is due, grace periods, and the process for late payment charges. Include the interest rate credited to early payment, and interest rate charged for late payments.	
6. Do you agree to provide a complete financial accounting report for the group? Please attach a sample of an actual report (naturally, omitting any means of identifying the policyholder).	
7. a. Does your contract include a conversion option?	
b. What provisions apply to the conversion option if the master contract is terminated?	
8. Does the policy offer portability?	

EXHIBIT 1. INSURANCE REQUIREMENTS

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if consultant provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. (If Claims-made, see below.)

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Consultant's insurance coverage to sole negligence.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be

received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT A – RATES SHEETS

RATE SHEETS

Refer to the Bidflash, Section called “PLANS, ATTACHMENTS & AGENDAS” for the information. Ensure that these sheets are completed and submitted under separate cover, along with Table 1A.

ATTACHMENT B – CURRENT CITY PLANS

CURRENT CITY PLANS

Refer to the Bidflash, Section called “PLANS, ATTACHMENTS & AGENDAS” for the information.

ATTACHMENT C – CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

Date

Name

Job Title

Company Name

Business Address

Re: PUR 15-023: RFP – Voluntary Benefits

Dear:

This confidentiality agreement is between the City of Stockton (Client) by and through the Segal Company, acting as a consultant for Client (Consultant) and _____ [Company Name], on behalf of itself and all of its subsidiaries and affiliates, (hereafter “Contractor”) and is executed in connection with the Project Name Voluntary Benefits RFP PUR 15-023 that Contractor intends to submit to Consultant in response to PROPOSALS issued by Client on behalf of its “Clients.”

In order to prepare a responsive proposal, Contractor may receive certain Client health information and data, including individually identifiable health information, as well as Proprietary Information. Consultant and Contractor agree that the term “individually identifiable health information” refers to any health information that is not “de-identified,” as defined in 45 C.F.R. Section 164.514(b)(2). Consultant agrees to provide the necessary Proprietary Information in connection with this PROPOSAL, and Contractor agrees as follows:

1. Contractor will use this Proprietary Information only for the purpose of preparing Contractor’s response to City of Stockton’s PROPOSAL;
2. Contractor agrees that only those individuals employed by Contractor who have a need to know this information to prepare a proposal and have been made aware of the terms of this Agreement and have agreed to abide by its terms will have access to the Proprietary Information provided by Consultant (“Contractor’s Representatives”);
3. Neither Contractor nor any of its Representatives will disclose the Proprietary Information to any person or entity outside of Contractor, unless such a disclosure is: (a) necessary to prepare a proposal and the recipient first executes a confidentiality agreement with provisions equivalent to this one; or (b) required by law;

4. Contractor agrees to use commercially reasonable efforts to maintain the security of the Proprietary Information;
5. Contractor will return the Proprietary Information to Consultant or destroy it upon completion of the RFP process if such return or destruction is feasible. If Contractor determines that return or destruction of some or all of the information is not feasible, Contractor agrees to: (a) inform Consultant of the specific reason(s) that make return or destruction not feasible; (b) extend the protections of this Agreement to any retained information for as long as Contractor retains it; and (c) limit further uses or disclosures to those that make the return or destruction infeasible;
6. Contractor will report to Consultant any use and/or disclosure of Proprietary Information that is not permitted by this Agreement;
7. Contractor shall regard and preserve as confidential all Proprietary Information that has been or may be obtained by Contractor in the course of any proposal, whether Contractor has such information in Contractor's memory, or in writing or in other physical form. Contractor shall not, without written authority from Consultant, use any Proprietary Information for Contractor's benefit or Contractor's purposes, either during the RFP process or thereafter;
8. With respect to each PROPOSAL and the Proprietary Information disclosed in connection therewith, the obligations of Contractor assumed in this Agreement shall continue beyond the completion of the RFP process;
9. Contractor shall and does hereby indemnify, defend and hold harmless City of Stockton, Consultant and Consultant's officers, directors, employees and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that City of Stockton/Consultant may incur or suffer and that result from, or are related to, any breach or failure of Contractor and Contractor's Representatives to perform any of the representations, warranties and agreements contained in this Agreement that pertain to individually identifiable health information;
10. Contractor recognizes that any breach of the covenants contained in this Agreement would irreparably injure City of Stockton. Accordingly, City of Stockton may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any further violation and no bond or other security shall be required in connection with such injunction;
11. If any of the provisions herein become invalid or are declared invalid, such determination of invalidity as to the clause(s) shall not affect the other provisions of this Agreement. If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected by such a holding. If any provision is found inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances;

Attachment C

12. This Agreement shall be binding upon City of Stockton, Consultant and Contractor and their respective successors, assigns, heirs, executors and administrators;
13. This Agreement contains the entire understanding of the parties hereto and supersedes all previous communications, representations, or agreements, oral or written, with respect to the subject matter hereof. No failure to exercise nor any delays in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Neither this Agreement nor any of its provisions may be amended, supplemented, changed, waived or rescinded except by a written instrument signed by the party against whom enforcement thereof is sought. No waiver of any right or remedy hereunder on any one occasion shall extend to any subsequent or other matter;
14. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made on and performed within the State of California. Any action to enforce this Agreement shall be brought in State of California, County of San Joaquin.

Intending to be legally bound, the Parties have executed this Agreement.

The Segal Group, Inc.
For City of Stockton

Contractor

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT D – SAMPLE CITY CONTRACT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____ 201__, between the CITY OF STOCKTON, a municipal corporation (“CITY”), and _____, a [*insert type of business entity here, e.g. corporation, sole proprietorship etc.*] whose address is _____, and telephone number is _____, (“CONSULTANT”).

RECITALS

- A. CONSULTANT is qualified to and experienced in providing [*describe services to be provided*] for the purposes specified in this Agreement.
- B. CITY finds it necessary and advisable to use the services of the CONSULTANT for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, CITY and CONSULTANT agree as follows:

1. **Consultant’s Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in Exhibit A. CONSULTANT shall provide said services at that time, place and in the manner specified in Exhibit A.
2. **City Assistance. Facilities. Equipment and Clerical Support.** Except as set forth in Exhibit A, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONSULTANT only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.
3. **Term.** This Agreement shall commence on the date written above and shall expire on _____; provided, however the parties may agree, in writing, to change either the commencement or expiration date.
4. **Compensation.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of CONSULTANT’S invoice. Total compensation for services and reimbursement for costs shall not exceed \$ _____.

Attachment D

a. Invoices submitted by CONSULTANT to CITY must contain a brief description of work performed, time used and CITY reference number. Payment shall be made within thirty (30) days of receipt of CONSULTANT'S invoice and approved by CITY.

b. Upon completion of work and acceptance by CITY, CONSULTANT shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by CITY upon receiving a written request thirty (30) days in advance of said time limitation. The CITY shall have no obligation or liability to pay any invoice for work performed which the CONSULTANT fails or neglects to submit within sixty (60) days, or any extension thereof granted by the CITY, after the work is accepted by the CITY.

5. **Sufficiency of Consultant's Work.** All reports, drawings, designs, plan review comments and work product of CONSULTANT shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work.** All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by CONSULTANT in the performance of this Agreement shall become the property of the CITY. Any and all copyrightable subject matter in all materials is hereby assigned to the CITY and the CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the CITY upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the CITY, the CONSULTANT shall replace them at its own expense. CONSULTANT shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the CITY provides prior written consent.

7. **Changes.** CITY may request changes in the scope of services to be provided by CONSULTANT. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status.** In performing the obligations set forth in this Agreement, CONSULTANT shall have the status of an independent contractor and CONSULTANT shall not be considered to be an employee of the CITY for any purpose. All persons working for or under the direction of CONSULTANT are its agents and employees and are not agents or employees of CITY.

9. **Termination for Convenience of City.** The CITY may terminate this Agreement at any time by mailing a notice in writing to CONSULTANT. The Agreement shall then be deemed terminated, and no further

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work shall be performed by CONSULTANT. If the Agreement is so terminated, the CONSULTANT shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability.** The CONSULTANT shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the CITY, and then only upon such terms and conditions as CITY may set forth in writing. CONSULTANT shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless.** With the exception that this section shall in no event be construed to require indemnification by CONSULTANT to a greater extent than permitted under the public policy of the State of California, CONSULTANT shall, indemnify, protect, defend with counsel approved by CITY and at CONSULTANT'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or CITY Policy, by CONSULTANT or CONSULTANT'S officers, agents, employees, volunteers or subcontractors. CONSULTANT shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONSULTANT to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONSULTANT under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONSULTANT to a greater extent than permitted under the public policy of the State of California, the parties agree that CONSULTANT'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by CONSULTANT or CONSULTANT'S officers, agents, employees, volunteers or subcontractors. CONSULTANT'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY'S liability, breach of this Agreement, or other obligation or fault has been determined. CONSULTANT shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other

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witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONSULTANT for amounts paid in excess of CONSULTANT'S proportionate share of responsibility for the damages within 30 days after CONSULTANT provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONSULTANT is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONSULTANT to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, CONSULTANT shall indemnify, defend, and hold harmless CITY its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of CONSULTANT, regardless of whether such claim may be covered by any applicable workers compensation insurance. CONSULTANT'S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers' compensation acts, disability acts, or other employee benefit acts.

12. **Insurance.** Throughout the life of this Contract, the CONSULTANT shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

A. COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit (CG 0001). Contractors with excavation and underground risks shall have coverage for and exclusions removed for "x, c, and u."

B. COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence. (CA 0001)

C. BUILDERS RISK/COURSE OF CONSTRUCTION: If this contract

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is for Construction services, CONTRACTOR shall provide “all risk” Builders Risk property insurance in an amount not less than the full value of the contracted improvements. The CITY shall be named as additional insured.

D. WORKERS’ COMPENSATION Insurance as required under the California Labor Code, and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.

All self-insured retentions (SIR) must be disclosed to the CITY’S Risk Manager for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the CITY. CITY reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

The Policy(ies) shall also provide the following:

i. The Commercial General Liability and Automobile Liability insurance shall be written on ISO approved occurrence form (see items 1 and 2 above) and endorsed to name: City of Stockton, its Mayor, Council, officials, representatives, agents, employees and volunteers are additional insureds. The CITY requires ISO Endorsement CG 20 10 11 85 (or equal) Additional Insured Endorsement. The Policy(ies) shall contain no special limitations on the scope of coverage afforded to the CITY, its officials, employees, agents, or volunteers.

ii. For any claims related to this project, the CONSULTANT’S insurance coverage shall be primary insurance as respects the City of Stockton, its Mayor, Council, officials, representatives, agents, employees and volunteers. Any coverage maintained by the CITY shall be excess of the CONSULTANT’S insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

iii. The Additional Insured coverage under the Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the CITY’S insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

iv. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-

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contributory basis for the benefit of CITY (if agreed to in a written contract or agreement) before the CITY'S own Insurance or self-insurance shall be called upon to protect it as a named insured.

v. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the City of Stockton. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, which shall permit ten (10) days advance notice. The Insurer shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

vi. Regardless of these contract minimum insurance requirements, the CONSULTANT and its insurer shall agree to commit the CONSULTANT'S full policy limits and these minimum requirements shall not restrict the CONSULTANT'S liability or coverage limit obligations

vii. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

viii. CONSULTANT shall furnish the CITY with the Certificates and Endorsements for all required insurance, prior to the CITY'S, execution of the Agreement and start of work

ix. Notwithstanding any other provision in this Agreement or other contract documents, the proper address for mailing Certificates, Endorsements and Notices shall be:

City of Stockton,
Attn: Risk Management,
425 N. El Dorado Street,
Stockton, CA 95202-1997

x. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the CONSULTANT shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

xi. The CONSULTANT'S Workers' Compensation and Employer's Liability policies shall contain an endorsement that waives any

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rights of subrogation against the City of Stockton, its Mayor, Council, officials, representatives, agents, employees, and volunteers.

xii. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the City's Risk Manager (209) 937-5037. Our Fax is (209) 937-8833.

GENERAL INSURANCE PROVISIONS:

a. If at any time during the life of the Contract or any extension, the CONSULTANT fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately, and all payments due or that may become due to the CONSULTANT shall be withheld until acceptable replacement coverage notice is received by the CITY. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract. In the event of insurance cancellation, the CITY reserves the right (but not obligation) to purchase insurance or insure (or self-insure) for the above required coverages, at the CONSULTANT'S full expense.

b. If the CONSULTANT should subcontract all or any portion of the work to be performed in this contract, the CONSULTANT shall cover the subcontractor, and/or require each subcontractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any Cancellation, Lapse, Reduction in Coverage, or Change of Subcontractor's insurance shall have the same impact as described above.

c. Any failure to comply with reporting or other provisions of the policies on the part of the CONSULTANT, including breaches of warranties, shall not affect coverage provided to the City of Stockton, its Mayor, Council, officials, representatives, agents, employees, and volunteers.

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d. The CONSULTANT shall furnish the CITY with Certificates of Insurance and separate original additional insured endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, and any supplementary conditions, in a form acceptable to the CITY. The CONSULTANT shall furnish complete, certified copies of all required insurance policies, including all original endorsements specifically required hereunder.

e. The CITY, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30-days written notice to CONSULTANT.

f. The failure of the CITY to enforce any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract or after completion of the work.

g. Evidence of the required insurance coverages shall be furnished to the CITY with certificates with endorsements prior to the commencement of the work. Failure by the CITY to obtain certificate and/or endorsements shall not be construed as a waiver of any provision of this Agreement.

13. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To CONSULTANT:

To CITY:

City Manager

City of Stockton

425 N. El Dorado Street

Stockton, CA 95202

14. **Conformance to Applicable Laws.** CONSULTANT shall comply with all applicable Federal, State, and Municipal laws, rules, ordinances, and CITY Policies. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including, without limitation, race, color, national origin, ancestry, sex or religion of such person. CONTRACTOR shall comply, and shall ensure that its agents, officers, directors, employees, representatives, servants and vendors comply with all applicable federal, state and local laws, rules,

Attachment D

regulations and ordinances, as well as all policies and procedures applicable to CITY'S contractors, in its performance pursuant to this Agreement. In particular and without limitation, CONTRACTOR will comply with all federal, state and local laws regarding equal employment opportunity and nondiscrimination, and with CITY'S equal opportunity and discrimination and harassment policies (HR-12 and HR-15), copies of which may be found on the CITY'S web site at www.stocktongov.com. CONTRACTOR will also ensure compliance of these same laws and policies by any of its subcontractors. Any agent or representative of CONTRACTOR who fails to comply with an applicable law, rule, regulation, ordinance or CITY policy shall, at the request of CITY, be removed from any work pursuant to this Agreement.

15. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. CONSULTANT represents that its work will not unlawfully infringe any other copyrighted work and will defend and indemnify the CITY under Paragraph 11 of this Agreement for any claims of breach of copyright arising from or related to CONSULTANT'S work. CONSULTANT covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits.** CONSULTANT shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the CITY to inspect and audit.

17. **Confidentiality.** CONSULTANT shall exercise reasonable precautions to prevent the unauthorized disclosure and use of CITY reports, information or conclusions.

18. **Conflicts of Interest.** CONSULTANT covenants that other than this Agreement, CONSULTANT has no financial interest with any official, employee or other representative of the CITY. CONSULTANT and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of CONSULTANT'S services under this Agreement. If such an interest arises, CONSULTANT will immediately notify the CITY.

19. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

20. **No Personal Liability.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by the CITY or for any amount due CONSULTANT.

21. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

22. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

23. **Relationship Between/Among the Parties.** The parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between CITY and CONSULTANT.

24. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

25. **Waiver.** The waiver by any party of any provision or term of this Agreement shall not be deemed a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed a waiver of any provision or term of this Agreement. In the event either CITY or CONSULTANT at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

26. **Construction.** Each of the parties has had the opportunity to be advised by counsel with regarding to this Agreement. Accordingly, this Agreement shall not be strictly construed against any party, and any rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Agreement.

27. **Entire Agreement.** The Agreement contains the entire agreement between the parties and supersedes any prior agreements, whether written or oral, except those executed concurrently with this Agreement. Concurrent execution is defined as execution within three business days. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed and/or referred to herein. All exhibits to this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement.

28. **Amendment or Modification.** This Agreement may not be altered, amended or modified except by an instrument in writing signed by the parties hereto.

29. **Bankruptcy of CONTRACTOR.** If CONTRACTOR should commence any proceedings under the Bankruptcy Act, or if the CONTRACTOR be adjudged a bankrupt, or if CONTRACTOR Should make an assignment for the benefit of creditors, or if a receiver should be appointed on account of CONTRACTOR'S insolvency, then the CITY may, without prejudice to any other right or remedy, in its sole discretion, terminate the Agreement and assign the work to a third party, or the CITY may complete the work.

30. **Authority of Signatories.** The individuals executing this Agreement represent and warrant they have the authority to sign on behalf of their respective parties.

31. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which may be deemed an original, but all of which shall constitute one and the same document.

32. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

33. **Further Assurances.** The parties hereto agree to take such actions and execute such additional documents as a reasonably necessary to carry out the provisions of this Agreement.

THIS AGREEMENT executed the date and year first above written.

CITY OF STOCKTON

CONSULTANT

By: _____
City Manager

Signature

Print name

Attachment B

ATTEST:

City Clerk

Title:

APPROVED AS TO FORM:
signature(s)
Code

*[If Consultant is a corporation
must comply with Corporations
§313.]*

City Attorney